

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: JUNE 16, 2004

DIVISION: COMMUNITY SERVICES

BULK ITEM: YES

DEPARTMENT: COMMUNITY SERVICES

AGENDA ITEM WORDING: Approval of Interlocal Agreement between South Florida Employment and Training Consortium (SFETC) and Monroe County, for the Liaison's travel reimbursement.

ITEM BACKGROUND: This Interlocal Agreement will fund the travel, including meals and lodging, for the Liaison to attend meetings in Miami. The Liaison sits on different committees requiring him to travel for such meetings.

PREVIOUS RELEVANT BOCC ACTION: 6/03 – Interlocal Agreement approved for period of 7/1/03 – 6/31/04

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval

TOTAL COST: \$9,000 (100% Grant Funded)

BUDGETED: NO

COST TO COUNTY: -0-

REVENUE PRODUCING: N/A

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney XXX

OMB/Purchasing XXX

Risk Management XXX

DIVISION DIRECTOR APPROVAL


JAMES E. MALLOCH, Division Director

DOCUMENTATION: Included XXX

To Follow

Not Required

AGENDA ITEM #

C 18

DISPOSITION: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: SFETC Contract #
 Effective Date: 7/1/04
 Expiration Date: 6/30/05

Contract Purpose/Description:
Approval of Interlocal Agreement between South Florida Employment and Training Consortium (SFETC) and Monroe County, for the Liaison's travel reimbursement.

Contract Manager: Jim Malloch 4500 Community Services / #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/16/04 Agenda Deadline: 6/1/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 9,000 Current Year Portion: \$
 Budgeted? Yes ☐ No ☒ Account Codes: 158-61551-530400-
 Grant: \$ 9,000
 100% Grant
 Funded
 County Match: \$ -0-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/28/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Jim Malloch</u>	<u>5/28/04</u>
Risk Management	<u>5/28/04</u>	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Graham</u>	<u>5/28/04</u>
O.M.B./Purchasing	<u>5/28/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Spicella</u>	<u>5/28/04</u>
County Attorney	<u>6/1/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>6/1/04</u>

Comments: Indemnification language is too broad. Monroe County should only indemnify and incur losses or damages resulting from Monroe County negligence -
revised - running expense - it is in this instance. Bill Graham

INTERLOCAL AGREEMENT

For

REIMBURSEMENT OF TRAVEL COST FOR GOVERNMENTAL LIAISON

THIS AGREEMENT made and entered into this _____ day of _____ 2004, by and between the South Florida Employment and Training Consortium, hereinafter called the SFETC and the Monroe County, Board of County Commissioners, hereinafter called Monroe County.

WITNESSETH:

WHEREAS, the South Florida Employment and Training Consortium receives funds from the federal and state government to provide workforce development activities in Region 23 which comprise Miami Dade and Monroe to assist residents of the respective Counties obtain self-sufficiency; and

WHEREAS, it is of mutual benefit to the SFETC and Monroe County to have the full participation of the designated governmental liaison at the general and special committee and board meetings conducted by the SFETC and the South Florida Workforce Board.

WHEREAS, Monroe County wishes to participate in the decision made by the respective committees and the South Florida Workforce Board both financially and as a recipient of services provided for and funded by the SFETC; now, therefore,

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, SFETC and Monroe County agree as follows:

Article 1 Scope of Services

The reimbursement of costs to the County of Monroe for travel and lodging expenses for the Intergovernmental Liaison who represents Monroe County at South Florida Workforce Board and South Florida Employment and Training Consortium meetings that are held in Miami-Dade County.

No changes in the scope of services may be made unless such change is made in writing and mutually agreed to by both parties.

Article 2 Term and Time of Performance

The term of this Agreement shall begin the First (1st) day of July 2004 or the date of signing, whichever last occurs, to the Thirty (30th) day of June 2005. If the term of this Agreement extends beyond a single program year of the SFETC, the continuation of this Agreement beyond the end of any program year shall be subject to the availability of funds from SFETC.

This agreement may be extended upon mutual consent of both parties in accordance with Article 22 below.

Article 3 Compensation

3.1 SFETC agrees to reimburse Monroe County in the manner specified in Section 3.2, the total amount not to exceed **Nine Thousand Dollars (\$9,000.00)**. This reimbursement shall be for travel and lodging costs incurred in order to attend the SFETC and South Florida Workforce Board and committee meetings only. It is acknowledged and agreed by Monroe County that this amount is the maximum payable and constitutes a limitation upon SFETC's obligation to compensate Monroe County for the costs related to this Agreement.

3.2 Method of Billing and Payment

Monroe County may submit an invoice for reimbursement no more often than on a monthly basis, but only after the expense(s) for which the invoices are submitted have been incurred. An original invoice is due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than forty-five (45) days after this Agreement expires.

Reimbursement will comply with the established approved rates for Monroe County as follows:

- Breakfast \$ 6.50
- Lunch \$13.50
- Dinner \$27.00

- Total Daily \$47.00

- Mileage: \$ 0.40 per mile

- Lodging (single rate varies)

3.3 Notwithstanding any provision of this Agreement to the contrary, SFETC may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inaccurate or disallowed expenses, which has not been granted prior approval by the designated SFETC Contracts Manager. The amount withheld shall not be subject to payment of interest by SFETC.

3.4 Invoices shall be submitted to SFETC at:

South Florida Employment and Training Consortium
Office of Budget and Management
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

Article 4
Changes in Scope of Services

Any change to the Scope of Services must be accomplished by a written modification, executed by the parties in accordance with Article 22 below.

Article 5
Indemnification

Monroe County shall indemnify and hold harmless the SFETC and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFETC or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this agreement by Monroe County or its employees, agents, servants, partners, principals or subcontractors. Monroe County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFETC, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 F. S., subject to the provisions of that statute whereby SFETC shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of Monroe County.

Article 6
Insurance

Monroe County is a political subdivision of the State of Florida agency as defined by Section 768.28, Florida Statutes, and Monroe County shall furnish Contracts Manager with written verification of liability protection in accordance with state law prior to final execution of said agreement.

Article 7
Termination

- 7.1 This Agreement may be terminated for cause by the SFETC or by Monroe County if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach, or for convenience by action either party upon not less than thirty (30) days written notice to the other party. This Agreement may also be terminated by SFETC upon notice in the event SFETC determines that termination is necessary to protect the public health, safety, or welfare.

- 7.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of SFETC as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 7.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement. Such verbal notice shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Monroe County shall be paid for any expenses incurred to the date the Agreement is terminated and for all non-cancelable commitments entered into in performance of this Agreement as of the date of receipt of notice of termination. However, upon being notified of SFETC election to terminate, Monroe County shall refrain from performing further services or incurring additional expenses under the terms of this Agreement.
- 7.5 In the event this Agreement is terminated, any compensation payable by SFETC shall be withheld until all documents are provided to SFETC pursuant to Section 7.1.
- 7.6 The SFETC reserves the right to cancel and terminate this Agreement in the event Monroe County or any employee, servant, and agent of Monroe County is indicted or has direct information issued against him for any crime arising out of or in conjunction with any expenses being reimbursed to Monroe County for or on behalf of the SFETC, without penalty. Monroe County shall be compensated for its services rendered up to the time of any such termination.

Article 8

Access to Records

Monroe County shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Monroe County in conjunction with this Agreement. Failure by Monroe County to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the SFETC.

Article 9

Audit Right and Retention of Records

SFETC shall have the right to audit the books, records, and accounts of Monroe County that are related to this Agreement. Monroe County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Monroe County shall preserve and make available, at reasonable times for examination and audit by SFETC, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119 Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for

a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) the Florida Public Records Act is determined by SFETC to be applicable to Monroe County's records, Monroe County shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Monroe County. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SFETC disallowance and recovery of any payment upon such entry.

Article 10

Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

Monroe County shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Monroe County shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by SFETC, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Monroe County shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Monroe County decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, martial status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Monroe County shall not engage in any discriminatory practice performing any services pursuant to this Agreement.

Article 11

Third Party Beneficiaries

Neither Monroe County nor SFETC intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

Article 12

Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth

herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For South Florida Employment and Training Consortium:

South Florida Employment and Training Consortium
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For Monroe County, Board County Commissioners

Monroe County, Board of County Commissioners
1100 Simonton Street, Suite 2-256
Key West, Florida 33040

**Article 13
Assignment and Performance**

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, Monroe County shall not subcontract any portion of the work required by this Agreement, unless agreed to in writing by the SFETC.

**Article 14
Conflicts**

Neither Monroe County nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Monroe County's loyal and conscientious exercise of judgment related to its performance under this Agreement.

In the event Monroe County is permitted to utilize subcontractors to perform any services required by this Agreement, Monroe County agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

**Article 15
Contingency Fee**

Monroe County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Monroe County, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Monroe County, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, County shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Article 16
Materiality and Waiver of Breach

SFETC and Monroe County agree that each recruitment, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

The parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Article 17
Compliance with Laws

Monroe County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

Article 18
Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless SFETC or Monroe County elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Article 19
Joint Preparation

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Article 20
Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 23 of this Agreement shall prevail.

Article 21
Applicable Law and Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida.

Article 22
Modifications

No modification or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the SFETC and Monroe County.

Article 23
Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 22 above.

IN WITNESS WHEREOF, the parties hereto executed this _____ day of _____, 2004.

**Monroe County
Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

**South Florida Employment
and Training Consortium**

By: _____

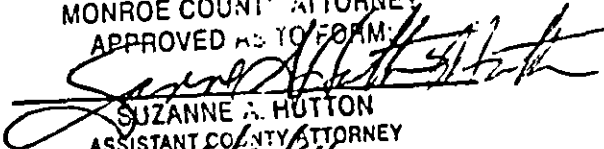
Name: _____

Title: _____

Date: _____

Attest: _____

Approved as to form
and legal sufficiency

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 6/01/04